

## VERMONT BROKER/PROSPECTIVE BORROWER AGREEMENT

Date: \_\_\_\_\_

Borrower Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Broker: \_\_\_\_\_

Broker License Number: \_\_\_\_\_

This agreement is between \_\_\_\_\_ (individually and jointly the "Borrower" or "you") and \_\_\_\_\_ ("Mortgage Broker").

Mortgage Broker, will assist Borrower in securing financing for the above-referenced property; Mortgage Broker's services include, but are not limited to, the following (check appropriate boxes):

Counseling on available mortgage products; Counseling on general mortgage qualification procedures and requirements; Assistance in obtaining information required to complete the mortgage application; Assistance in processing the loan application and in meeting conditions of the loan commitment; and coordinating the closing.

Other (describe): \_\_\_\_\_

Mortgage Broker represents your interests while performing the above services. The services are consultative only. You will rely on your own judgment in deciding which available loan product best suits your needs and financial means.

Mortgage Broker is compensated for arranging a mortgage loan. Mortgage Broker's compensation may be paid either by you or by the lender, **but not by both**.

### SELECT ONE:

The maximum fee **you** will pay Mortgage Broker will not be more than \$ \_\_\_\_\_ or \_\_\_\_\_ % of the loan amount.

### OR

The maximum fee or other compensation Mortgage Broker will receive from the **lender** will not be more than \_\_\_\_\_ % of the loan amount.

All fees and charges payable to any third party will be disclosed on the federal Good Faith Estimate and on the federal HUD-1 Settlement Statement. Effective August 1, 2015, all fees, and charges payable to any third party will be disclosed on the federally required Loan Estimate disclosure and the federally required Closing Disclosure.

You Agree to provide true, complete, and accurate information to the Mortgage Broker.

Mortgage Broker will **not** be making the loan to you. The lender, not the Mortgage Broker, underwrites your loan application, approves, or denies your loan application, and sets the terms and conditions of your loan. Mortgage Broker acts only to facilitate your mortgage loan application. Mortgage Broker does not distribute the products of all lenders and cannot guarantee the lowest price or the best terms.

Signing this contract does not obligate you to obtain a mortgage loan through this Mortgage Broker nor does it constitute a mortgage loan approval.

In the event you terminate your relationship with Mortgage Broker prior to the closing of any loan, you are relieved from all obligations under this Agreement, other than the payment of any actual third-party fees disclosed on the Good Faith Estimate or the federally required Loan Estimate, as applicable, and actually incurred by the Mortgage Broker.

There is no other mortgage broker agreement between the Borrower and the Mortgage Broker.

Borrower and Mortgage Broker agree to the above terms and conditions. **Borrower authorizes the release of all information (including the release of credit reports to the lender) required by the lender relating to the disposition and status of the mortgage application.**

**NOTICE TO CONSUMER: Do not sign this agreement before you read it. You are entitled to a copy of this agreement.**

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**Borrower** \_\_\_\_\_ **Date** \_\_\_\_\_

**Nexera Holding LLC dba Newfi Lending**

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**Borrower** \_\_\_\_\_ **Date** \_\_\_\_\_

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**Broker** \_\_\_\_\_ **Date** \_\_\_\_\_

Mortgage Broker NMLS ID: \_\_\_\_\_

Mortgage Loan Originator NMLS ID: \_\_\_\_\_